4444

4-6-79

BILL NO. S-79-04-05

SPECIAL ORDINANCE NO. S-72-79

AN ORDINANCE approving a contract between International Harvester Company and the City of Fort Wayne by and through its Department of Public Safety for Fire protection.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract, dated March 26, 1979, between the City of Fort Wayne, by and through its Mayor and Board of Public Safety and International Harvester Company, for fire protection from the Fort Wayne Fire Department on specified grounds outside the city limits, described as follows, to wit:

All buildings and improvements of IHC located in an area bounded by New Haven Avenue on the North; Meyer Road on the East; Penn Central RR Tracks on the South and Coliseum Boulevard on the West (including the buildings facing on Pontiac Street extended, with the exception of the ND Warehouse property (Harback Realty Co.) located on the SE corner of the above area.

SECTION 2. That the cost of International Harvester Company shall be the sum of $65,937.38, which amount shall be deposited into Fund No. 110 "Fire Fighting Fund" pursuant to Indiana Burns Statutes Annotated Sec. 48-6176.

SECTION 3. That said contract is on file in the Office of the Board of Public Safety and is by reference incorporated herein, and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Vivian G. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY,
CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock _____ M.,E.S.T.

DATE: 4-10-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 4-24-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. J-72-79 on the 24th day of April, 1979.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfield C. Moore Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of April, 1979 at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 1st day of May, 1979 at the hour of 10:00 o'clock A. M.,E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-04-05

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving a contract between International Harvester Company and the City of Fort Wayne by and through its Department of Public Safety for Fire protection

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

VIVIAN G. SCHMIDT - CHAIRMAN — Vivian G. Schmidt

WILLIAM T. HINGA - VICE CHAIRMAN — William T. Hinga

JAMES S. STIER — Jas. Stier

JOHN NUCKOLS

DONALD J. SCHMIDT — D J Schmidt

1-24-79 DATE

CHARLES W. WESTERMAN, CITY CLERK

FIRE PROTECTION CONTRACT

This contract is entered into in duplicate this 26th day of March, 1979, between the CITY OF FORT WAYNE, Department of Public Safety, ("CITY") and INTERNATIONAL HARVESTER COMPANY, a corporation having a place of business in Adams Township, Allen County, Indiana ("IHC").

WHEREAS, IHC is the owner of certain improvements upon real estate near but outside the corporate limits of the CITY, described as follows:

> All buildings and improvements of IHC located in an area bounded by New Haven Avenue on the North; Meyer Road on the East; Penn Central RR Tracks on the South and Coliseum Boulevard on the West (including the buildings facing on Pontiac Street extended, with the exception of the ND Warehouse property (Harback Realty Co.) located on the SE corner of the above area, which said area is visually shown outlined in red on Exhibit "A" attached hereto and made a part hereof.
>
> The said buildings and improvements, which are collectively referred to as "the premises" hereafter in this contract, are reflected for tax purposes upon the assessed value of $1,112,530; $3,840,830 and $57,460 issued by the Adams Township Assessor's Office.

and, WHEREAS, IHC desires to be assured that fire protection by CITY is available at the premises above described:

NOW, THEREFORE, the parties agree as follows:

1. From March 26, 1979 until March 25, 1980, upon the receipt of CITY'S Fire Department of a notification or signal that there is a fire on the premises above-described, CITY shall cause the proper fire fighting station or stations to send such fire fighting equipment, materials, and personnel to the premises as it reasonably sends to other similar locations within the corporate limits of CITY.

2. For fire fighting services provided for herein, IHC shall pay to CITY the sum of One and Three Thousand One Hundred Fifty Nine Thousandths Dollars ($1.3159) per One Hundred Dollars ($100.00) of assessed valuation for tax purposes on the improvements hereinabove identified as the premises. The improvement hereinabove identified having an assessed valuation of $5,010,820, the sum owing

under this contract is $65,937.38. Said sum shall be payable as follows: $32,968.69 upon execution of this contract; and, the balance on or before September 26, 1979.

3. CITY shall cause its Fire Department personnel and Fire Prevention Bureau personnel to inspect IHC buildings, equipment, and facilities periodically, at mutually convenient times, to familiarize such personnel with said buildings, equipment, and facilities and IHC operations on the premises, so as to (1) determine the types of fire which may reasonably be anticipated on the premises; (2) be able to render service commensurate with existing service conditions; (3) so as to make recommendations relative to fire prevention.

4. Notwithstanding the foregoing provisions, this contract shall not become effective until it shall have been signed by the Mayor and Clerk of CITY, and the members of the Board of Commissioners, Department of Public Safety of CITY, and ratified and approved by the Common Council of CITY.

IN WITNESS WHEREOF, this agreement has been duly authorized and executed as of the date first above written by the duly authorized officers and representatives of the parties.

INTERNATIONAL HARVESTER COMPANY

By R. E. Schmidt
R. E. Schmidt
Plant Manager

ATTEST:

Michael J. Hreha
Plant Comptroller

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF COMMISSIONERS,
DEPARTMENT OF PUBLIC SAFETY

By W. Terry Coonan
W. Terry Coonan, Chairman

By William L. Kerr Sr.
William L. Kerr, Sr., Member

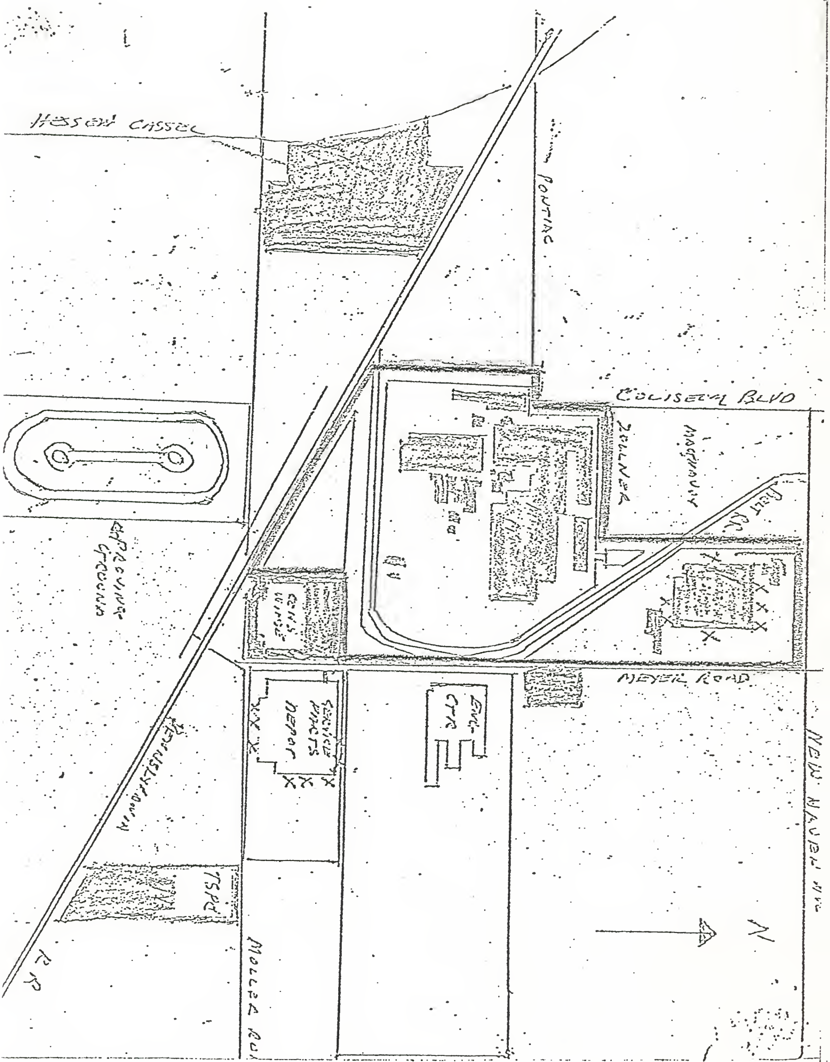
By Solon Jennings
Solon Jennings, Member

ATTEST BY:

Executive Secretary

I hereby certify that the foregoing contract was ratified and approved by the Common Council of the City of Fort Wayne, Indiana on April 24 1979.

Charels W. Westerman
Charels W. Westerman, Clerk



PONTIAC
COLISEUM BLVD
ZOLLNER
MAGNAVOX
MEYER ROAD
SERVICE PARTS DEPOT
NEW HAVEN AVE
N

4444

Admn. Appr. _____

DIGEST SHEET

S-79-04-05

TITLE OF ORDINANCE Outside the City Fire Contract

DEPARTMENT REQUESTING ORDINANCE Board of Public Safety

SYNOPSIS OF ORDINANCE This would allow the City of Fort Wayne to provide fire protection for International Harvester Company. They, in tunr, will pay the City $65,937.38, which is used to purchase fire equipment.

EFFECT OF PASSAGE The Fort Wayne Fire Department will receive $65,937.38

EFFECT OF NON-PASSAGE The Fort Wayne Fire Department will lose $65,937.38

MONEY INVOLVED (Direct Costs, Expenditures, Savings) None

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: _____